

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK**

DOLORES BOND,

Plaintiff,

-against-

**BJ'S WHOLESALE CLUB, INC. and
DEER PARK ENTERPRISE, LLC,**

Defendants.

To the above named Defendants:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Defendants' addresses:

BJ'S WHOLESALE CLUB, INC:

*c/o CT Corporation System
111 Eighth Ave.
New York, NY 10011*

DEER PARK ENTERPRISE, LLC:

*c/o CT Corporation System
80 State St.
Albany, NY 12207-9543*

SIBEN & SIBEN, LLP
*Attorneys for Plaintiff
Office and Post Office Address
90 East Main Street
Bay Shore, New York 11706
(631) 665-3400
File No.: 9/22/20 F*

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

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DOLORES BOND,

Plaintiff,

- against -

COMPLAINT

Index No.

BJ'S WHOLESALE CLUB, INC. and
DEER PARK ENTERPRISE, LLC,

Defendants.

-----X

Plaintiff, complaining of the defendant by her attorneys, SIBEN & SIBEN, LLP, respectfully alleges, upon information and belief:

FIRST: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

SECOND: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was a foreign corporation authorized to do business in the State of New York.

THIRD: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was a partnership or other unincorporated entity authorized to do business in the State of New York.

FOURTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was the owner and/or one of the owners of premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

FIFTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees operated premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

SIXTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees managed premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

SEVENTH: That at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees controlled premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

EIGHTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees maintained premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

NINTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was the owner and/or one of the owners of the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees operated the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

ELEVENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees managed the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWELFTH: That at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees controlled the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees maintained the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

FOURTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., was the owner and/or one of the owners of the doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

FIFTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees operated the doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

SIXTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees managed doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

SEVENTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees controlled doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

EIGHTEENTH: That, at all times hereinafter mentioned, defendant, BJ'S WHOLESALE CLUB, INC., its agents, servants and/or employees maintained doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

NINETEENTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, was a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

TWENTIETH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, was a foreign corporation authorized to do business in the State of New York.

TWENTY-FIRST: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, was a partnership or other unincorporated entity authorized to do business in the State of New York.

TWENTY-SECOND: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, was the owner and/or one of the owners of premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-THIRD: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees operated premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-FOURTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees managed premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-FIFTH: That at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees controlled premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-SIXTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees maintained premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-SEVENTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, was the owner and/or one of the owners of the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-EIGHTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees operated the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

TWENTY-NINTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees managed the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTIETH: That at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees controlled the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-FIRST: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees maintained the building located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-SECOND: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, was the owner and/or one of the owners of the doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-THIRD: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees operated the doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-FOURTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees managed doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-FIFTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees controlled doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-SIXTH: That, at all times hereinafter mentioned, defendant, DEER PARK ENTERPRISE, LLC, its agents, servants and/or employees maintained doorway and glass door located at the tire department in the premises located at 1900 The Arches Circle, #7073, Deer Park, County of Suffolk, New York.

THIRTY-SEVENTH: That, at all times hereinafter mentioned, the defendants, their agents, servants and/or employees invited members of the general public into the aforesaid premises for business purposes.

THIRTY-EIGHTH: That on the 22nd day of September, 2020, while the plaintiff was lawfully at the aforesaid location, she was caused to be propelled to the ground and was injured due to the carelessness, recklessness and negligence of the defendants, their agents, servants and/or employees.

THIRTY-NINTH: That defendants, their agents, servants and/or employees were careless, reckless and negligent in the ownership, operation, maintenance, management, supervision and control of the aforesaid premises, building, and the doorway and door located thereat; in carelessly, recklessly and negligently causing, allowing and/or permitting plaintiff to become injured; in failing to provide plaintiff with a safe place to walk; in carelessly, recklessly and negligently causing, allowing and/or permitting the aforesaid door to be dangerous and defective, creating a hazard; in causing, allowing, and permitting the door to improperly and/or forcefully be jammed; in carelessly, recklessly and negligently causing, allowing and/or permitting the door to exist in a broken, defective, and irregular condition, creating a hazard and a snare; in failing to limit and/or otherwise restrict access to the aforesaid doorway, knowing same was in a dangerous and defective condition; in failing to post signs, notices and/or warnings of the dangerous and defective condition existing thereat; in failing to erect barricades, fences, ropes, cones or other safety devices for the proper protection of plaintiff and others; that defendant knew, or by reasonable inspection thereof, should have known of the dangerous and defective condition existing thereat and failed to repair and/or remedy the same; in carelessly, recklessly and negligently causing, allowing and/or permitting the aforesaid condition be and remain for a long and unreasonable length of time under the circumstances then and there existing; in failing to act as a reasonable and prudent person under the circumstances then and there existing; in failing in their non-delegable duties to the plaintiff herein; and, in other ways, acted in a careless, reckless and negligent manner.

FORTIETH: That, at all times hereinafter mentioned, defendant had actual, constructive and/or written notice of the aforesaid dangerous and defective condition.

FORTY-FIRST: That by reason of the premises, this plaintiff was rendered sick, sore, maimed and disabled; and she was injured, bruised and wounded about her head, body and limbs; and upon information and belief, some of her injuries are of a permanent nature and character; and she has suffered and continues to suffer physical pain and mental anguish; and she has been incapacitated, all to her damage in a sum in excess of the monetary limits of any lower courts.

FORTY-SECOND: That this action falls within one or more of the exceptions set forth in C.P.L.R. 1602.

WHEREFORE, plaintiff, DOLORES BOND, demands judgment against the defendant in a sum in excess of the monetary limits of any lower courts, together with the costs and disbursements of this action.

SIBEN & SIBEN, LLP

By: 
STEPHEN G. SIBEN ()
ANDREW B. SIBEN ()
JACQUELINE SIBEN ()
MARK A. RUDNER ()

Attorneys for Plaintiff
Office & P.O. Address
90 East Main Street
Bay Shore, New York 11706
(631) 665-3400
File No: 9/22/20 F